

NOTE: This is an example of all Case Brief format on Template.

NOTE: Total 42 Case Briefs Assignment [Subject] Case Briefs

Lucy v. Zehmer
Supreme Court of Appeals of Virginia, 1954

- TOPIC:** Intent to Contract
- CASE:** *Lucy v. Zehmer*, 196 Va. 493, 84 S.E.2d, 516. (1954)
- FACTS:** Lucy (plaintiff) sued the Zehmers (defendants) to enforce a contract to sell a farm owned by the Zehmers. Mr. Zehmer drafted a contract selling the farm to Lucy for \$50,000. Zehmer and his wife both signed the contract, as did Lucy. When Lucy offered to bind the contract with partial payment of \$5.00, Mr. Zehmer refused to take her money, saying the entire transaction was made in jest, that in fact, he was drunk.
- HISTORY:** Trial court held for Zehmer. Lucy appeals.
- ISSUE:** Was the Zehmers' offer made in jest so that there was no valid contract formed, leaving Lucy unable to recover for breach of contract?
- RULING:** No. The Supreme Court of Appeals of Virginia reversed the trial court's decision and ordered specific performance of the contract.
- RATIONALE:** The court found evidence justifying Lucy's belief that Zehmer was acting in good faith and intended to be bound. For instance, the parties discussed the contract for forty minutes, including what was to be included in the sale and provisions for the examination of title. The court also concluded that Zehmer was not drunk to the extent of being unable to understand the nature and consequences of the transaction. For example, he changed the first contract to include his wife's signature.
- RULE:** Actual mental assent of the parties is not required to form a contract. If the words or other acts of the parties have only one reasonable meaning, then an undisclosed intention is immaterial.